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**To:** Microsoft ATR  
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As an IT worker for the past dozen years, I have observed the many violations of the law that Microsoft has done. They have forced their OEM customers into paying for operating system products they never sold and have offered discounts to customers who would exclusively sell their operating systems. They have also tried to either buy up and destroy their competition in various software products, or force them out by bundling a competing product that they wrote with their operating systems.

The remedy proposed by the DOJ does nothing to punish Microsoft for these past wrongs, including the perjurious testimony and falsified evidence provided by Microsoft during the trial. A large fine equivalent to the estimated amount of business they have illegally destroyed would be good for starters. This fine should be equitably distributed among the many companies that were hurt by their illegal actions after paying for the government's cost of these legal proceedings.

Microsoft needs to be prevented from doing similar illegal acts in the future. While allowing third party developers to view Windows code may help them write software that is as optimal as Microsoft software, it does nothing to address the crimes mentioned in the first paragraph. Microsoft needs to be divided up into separate companies so that the operating systems are divorced from the applications written to run on those operating systems. Microsoft (the OS part) also needs to be prevented from bundling their own applications with the operating system without paying royalties to the new Microsoft applications company. They need to be forced to offer other developers similar bundling opportunities, and this should be supervised by a court appointed magistrate. There are many software companies writing good software for Microsoft OSes, and they need to be given an equal opportunity to Microsoft to sell their software in the free marketplace.

As far as agreements with computer hardware companies (OEMs) are concerned, Microsoft should be prohibited from offering discounts for exclusive deals and should only be allowed to charge for actual number of copies that the OEMs ship to their customers. Microsoft should also be forced to provide a fully usable copy of their OS with every OEM sold computer, not a limited restore CD that only works on that one computer. End customers should be free to transfer their license to any computer they wish to use it on.

Forcing Microsoft to give away their products to schools and offer reduced pricing to schools does nothing to address any of these issues and it merely propagates their monopoly. This settlement appears to be

crafted by someone at Microsoft to further entrench their products in a monopolistic way.

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